

OCT 31 2007

OCT. 31, 2007

MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURTUNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
WESTERN DIVISION

JH

CENTRAL LABORERS' PENSION FUND )  
BOARD OF TRUSTEES, )  
CENTRAL LABORERS' WELFARE FUND )  
BOARD OF TRUSTEES, )  
CENTRAL LABORERS' ANNUITY FUND )  
BOARD OF TRUSTEES, and )  
BARRY McANARNEY, )

Plaintiffs,

v.

MIKE FASULA CONCRETE CONSTRUCTION, INC., )  
an Illinois corporation, and )  
MICHAEL J. FASULA, individually, )

Defendants. )

07CV6144  
JUDGE CONLON  
MAG. JUDGE VALDEZCOMPLAINT

Plaintiffs CENTRAL LABORERS' PENSION FUND BOARD OF TRUSTEES, CENTRAL LABORERS' WELFARE FUND BOARD OF TRUSTEES, CENTRAL LABORERS' ANNUITY FUND BOARD OF TRUSTEES, and BARRY McANARNEY, by and through their attorneys, Daley and George, Ltd., complaining against Defendants MIKE FASULA CONCRETE CONSTRUCTION, INC. and MICHAEL J. FASULA, allege as follows:

COUNT I

(ERISA COLLECTION / MIKE FASULA CONCRETE CONSTRUCTION, INC.)

1. This action arises out of the violation of a contract between an employer and a labor organization, and Plaintiffs seek to enforce the contract to obtain contributions to fringe benefit funds. Jurisdiction is based on Sections 502 and 515 of the Employee Retirement Income Security Act of 1974 ("ERISA") (29 U.S.C. §§ 1132, 1145), as amended, and Section 301 of the Labor Management Relations Act of 1947 ("LMRA") (29 U.S.C. § 185), as amended, as more

fully described below. Venue is founded pursuant to 29 U.S.C. § 1132 and 29 U.S.C. § 185 in the Northern District of Illinois.

2. The CENTRAL LABORERS' PENSION FUND, CENTRAL LABORERS' WELFARE FUND, and CENTRAL LABORERS' ANNUITY FUND (collectively the "Funds") receive contributions from numerous employers pursuant to collective bargaining agreements (collectively the "Collective Bargaining Agreement") between the employers and the North Central Illinois Laborers' District Council and its affiliated local unions (collectively the "Union"). The Funds are administered in accordance with and pursuant to the provisions of ERISA and other applicable federal and state laws. The Funds are administered pursuant to the terms and provisions of Agreements and Declarations of Trust ("Trust Agreements"). The Funds are employee benefit plans within the meaning of Section 3 of ERISA (29 U.S.C. § 1002(3)).

3. CENTRAL LABORERS' PENSION FUND BOARD OF TRUSTEES and CENTRAL LABORERS' ANNUITY FUND BOARD OF TRUSTEES each consist of: Ed Smith, James Bruner, Chip Reyhan, Jr., Joe Lamb, Charles Adams, Ken Kilian, Steve Morthole, John Holub, John E. Goetz, Danny Maycroft, Glyn Ramage, John R. Taylor, Terry Kipping, John Penn, Frank Hovar, and Brad Shaive. Plaintiff CENTRAL LABORERS' WELFARE FUND BOARD OF TRUSTEES consists of: Tim Garvey, Kenton Day, Greg Neff, Ed Doyle, Scott Larkin, John Peisker, Martin Easterling, Nick Ceretto, Jim Kellus, Steve Trokey, Marc Manuel, and Dale Pickerill. Plaintiff BARRY McANARNEY is the Executive Director of the Funds. All of the individuals named in this paragraph are fiduciaries of the Funds as that term is defined in ERISA and are authorized to commence a civil action to enforce the obligations that ERISA imposes upon employers.

4. The Union is a labor organization representing employees in an industry affecting commerce as defined by Section 301(a) of the LMRA, 29 U.S.C. § 185(a).

5. CENTRAL LABORERS' PENSION FUND is authorized by the local Union District Council to identify and collect delinquent contributions due its affiliated local unions and fringe benefit funds. CENTRAL LABORERS' PENSION FUND is authorized by the Union to identify and collect certain dues due the Union.

6. MIKE FASULA CONCRETE CONSTRUCTION, INC. is an Illinois corporation doing business in the Northern District of Illinois. MIKE FASULA CONCRETE CONSTRUCTION, INC. is an "employer" and a "party-in-interest" as those terms are defined by, respectively, Sections 3(5) and 3(14)(C) of ERISA, 29 U.S.C. §§ 1002(5) and 1002(14)(C).

7. MIKE FASULA CONCRETE CONSTRUCTION, INC. became a party to and bound by the Collective Bargaining Agreement by virtue of its executing one or more collective bargaining agreements. MIKE FASULA CONCRETE CONSTRUCTION, INC. has never terminated the agreements and they remain in effect.

8. MIKE FASULA CONCRETE CONSTRUCTION, INC. became a party to and bound by the Trust Agreements by virtue of certain provisions contained in the Memorandum of Agreement and by virtue of its executing one or more participation agreements, including but not limited to participation agreements entered into on or about June 13, 2003, July 20, 2004, and September 18, 2006. Copies of executed participation agreements are attached as Group Exhibit A.

9. Under the terms of the Collective Bargaining Agreement and Trust Agreements, MIKE FASULA CONCRETE CONSTRUCTION, INC. is required to make contributions to Union fringe benefit funds on behalf of employees performing work covered by the Collective Bargaining Agreement, said contributions to be at the hourly rates indicated in the Collective Bargaining Agreement and Trust Agreements.

10. MIKE FASULA CONCRETE CONSTRUCTION, INC. has admitted, acknowledged, and ratified the Collective Bargaining Agreement and Trust Agreements by filing report forms with the Funds and by making some (but not all) of the required payments of contributions to the Funds.

11. In or about February 2007, the Funds conducted an audit of MIKE FASULA CONCRETE CONSTRUCTION, INC. for the period October 1, 2002 through December 31, 2006. A copy of that audit is attached as Exhibit B. The audit revealed that MIKE FASULA CONCRETE CONSTRUCTION, INC. failed and refused to pay all contributions for the following months when due in accordance with the provisions of the Trust Agreements and Collective Bargaining Agreement:

<b>Audit Liabilities (10/01/02 – 12/31/06):</b>	<b><u>\$47,660.10</u></b>
<b>Total:</b>	<b>\$47,660.10</b>

12. Audit costs, for which MIKE FASULA CONCRETE CONSTRUCTION, INC. is liable in accordance with the Trust Agreements, total not less than \$873.75.

13. Based on employer reports, MIKE FASULA CONCRETE CONSTRUCTION, INC. additionally failed and refused to pay all contributions for the following months when due in accordance with the provisions of the Trust Agreements and Collective Bargaining Agreement:

<b>Report Form Shortages (10/96 – Local 32):</b>	<b>\$1.50</b>
<b>Report Form Shortages (12/96 – Local 32):</b>	<b>\$0.30</b>
<b>Report Form Shortages (06/06 – Local NGB):</b>	<b><u>\$32.00</u></b>
<b>Total:</b>	<b>\$33.80</b>

14. The Trust Agreements provide for a penalty assessment equal to 10% of the contributions unpaid on the 15<sup>th</sup> day of the month next following the month for which the contributions are due.

15. Because contributions were not paid when due, MIKE FASULA CONCRETE CONSTRUCTION, INC. incurred 10% penalty assessments in accordance with the Trust Agreements totaling not less than the following:

<b>Audit Liabilities (10/01/02 – 12/31/06):</b>	<b><u>\$4,766.01</u></b>
<b>Total:</b>	<b>\$4,766.01</b>

16. The total amount owed by MIKE FASULA CONCRETE CONSTRUCTION, INC. pursuant to the Trust Agreements is not less than \$53,333.66, consisting of not less than \$47,660.10 in audit liabilities (i.e., delinquent fringe benefit contributions), \$33.80 in delinquent fringe benefit contributions; \$873.75 in audit costs, and \$4,766.01 in late payment penalties.

17. MIKE FASULA CONCRETE CONSTRUCTION, INC. has failed and refused to pay the amount of \$53,333.66 due Plaintiffs.

18. Plaintiffs have complied with all conditions precedent in bringing this suit.

19. The Plaintiffs have been required to employ auditors and the undersigned attorneys to compel the audit of the books and records of MIKE FASULA CONCRETE CONSTRUCTION, INC. and to collect the amount due Plaintiffs.

WHEREFORE, Plaintiffs respectfully request that:

A. Judgment be entered against MIKE FASULA CONCRETE CONSTRUCTION, INC. in favor of Plaintiffs.

B. MIKE FASULA CONCRETE CONSTRUCTION, INC. be ordered to pay Plaintiffs \$53,333.66, plus any additional amount shown to be due pursuant to any subsequent audit.

C. MIKE FASULA CONCRETE CONSTRUCTION, INC. be ordered and specifically required to perform and continue to perform all obligations it has undertaken.

D. MIKE FASULA CONCRETE CONSTRUCTION, INC. be ordered to pay

interest, costs, and reasonable attorney's fees to Plaintiffs pursuant to 29 U.S.C. § 1132(g)(2).

E. Plaintiffs be granted such other and further relief as the Court may deem just.

**COUNT II**  
**(AGAINST MICHAEL J. FASULA)**

1. This Count I arises from a common nucleus of operative facts with Count I and is pendent to that count.

2. - 20. Plaintiffs reallege paragraphs 1 - 19 of Count I.

21. Plaintiffs are advised and believe that MICHAEL J. FASULA is the President, Chief Executive Officer, Chief Financial Officer, and Director of MIKE FASULA CONCRETE CONSTRUCTION, INC. and is in control of the corporation.

22. Pursuant to the Memorandum of Agreement to which MIKE FASULA CONCRETE CONSTRUCTION, INC. agreed to be bound, where there is any willful violation of any of the requirements of the Trust Agreements, the officers and directors of the employer shall be personally liable for any underpayment or other pecuniary loss to the Funds as a result of such conduct.

23. Pursuant to the Trust Agreements establishing the Funds, to which MIKE FASULA CONCRETE CONSTRUCTION, INC. agreed to be bound, where there is any willful violation of any of the requirements of the Trust Agreements, the officers and directors of the employer who supervised the completion of report forms, signed report forms, or can be determined to have had personal knowledge of such conduct, shall be personally liable for any underpayment or other pecuniary loss to the Funds as a result of such conduct.

24. Plaintiffs are informed and believe that MICHAEL J. FASULA did so supervise the completion of report forms, sign report forms, and had personal knowledge of the willful violations of the requirements of the Trust Agreements and the Collective Bargaining Agreement,

making MICHAEL J. FASULA personally liable to the Funds.

25. All fringe benefit contributions that have not been paid by MIKE FASULA CONCRETE CONSTRUCTION, INC. are assets of the Funds within the meaning of 29 U.S.C. § 1002(21)(A). In exercising authority and control over such assets MICHAEL J. FASULA bears a fiduciary responsibility to the Funds and he has breached his fiduciary responsibility by failing to cause MIKE FASULA CONCRETE CONSTRUCTION, INC. to remit required contributions, making MICHAEL J. FASULA personally liable to the Funds.

26. There is a unity of interest and ownership between MIKE FASULA CONCRETE CONSTRUCTION, INC. and MICHAEL J. FASULA such that the separate personalities of the corporation and the individual no longer exist, and adherence to the fiction of a separate corporate existence would sanction a fraud, promote injustice, and promote inequitable consequences, making MICHAEL J. FASULA personally liable to the Funds.

WHEREFORE, Plaintiffs respectfully request that:

- A. Judgment be entered against MICHAEL J. FASULA, individually, in favor of Plaintiffs.
- B. MICHAEL J. FASULA be ordered to pay Plaintiffs \$53,333.66, plus any additional amount shown to be due.
- C. MICHAEL J. FASULA be ordered to pay all fringe benefit contributions and assessment penalties that may be shown to be due after an audit.
- D. MICHAEL J. FASULA be ordered to pay interest, costs, and reasonable auditors' and attorneys' fees to Plaintiffs pursuant to 29 U.S.C. § 1132(g)(2).
- E. Plaintiffs be granted such other and further relief as the Court may deem just.

Respectfully submitted,

CENTRAL LABORERS' PENSION FUND BOARD OF  
TRUSTEES, CENTRAL LABORERS' WELFARE FUND  
BOARD OF TRUSTEES, CENTRAL LABORERS' ANNUITY  
FUND BOARD OF TRUSTEES, and BARRY McANARNEY

By:  \_\_\_\_\_

One of Their Attorneys

DALEY AND GEORGE, LTD.  
20 S. Clark St., Suite 400  
Chicago, Illinois 60603  
(312) 726-8797

**Pension Fund**

**Participation Agreement**


**Effective May 1, 2006**

**Hourly Contribution Rate Method**

**Full-Time Bargaining Unit Alumni Employee Reporting**

1. The undersigned **Mike Fasula Concrete Construction** hereby agrees that this document represents the detailed written Agreement required by the Labor-Management Relations Act to permit the **Central Laborers' Pension Fund** to receive contributions from **Mike Fasula Concrete Construction** on behalf of Bargaining Unit Alumni Employees employed by **Mike Fasula Concrete Construction** and to cover said Employees under the **Central Laborers' Pension Plan**.
2. By signing this Agreement **Mike Fasula Concrete Construction** acknowledges that they have been provided with the Central Laborers' Non-Bargaining Unit Policies and Procedures and will make contributions in accordance with and in compliance with the Non-Bargaining Unit Policies and Procedures and all applicable requirements of Section 401(a) of the Internal Revenue Code. In the event **Mike Fasula Concrete Construction** has any Highly Compensated Employees, then **Mike Fasula Concrete Construction** agrees to demonstrate to the **Central Laborers' Pension Fund** at least annually, by certification by attorney, actuary or certified public accountant, compliance with the minimum coverage rules set forth in Revenue Procedure 93-42, including appropriate information based on **Mike Fasula Concrete Construction's** substantiation quality data showing compliance with one or more of the following tests: the ratio percentage test, the special test, and/or the average benefit test.
3. **Mike Fasula Concrete Construction** hereby agrees to pay contributions to the **Central Laborers' Pension Fund** in the amount of **\$5.33** on behalf of each of its Reportable Employees for each hour actually worked for which reasonable income is received.
4. For the purpose of this Participation Agreement a Reportable Employee shall be any Bargaining Unit Alumni Employee who works more than **999** hours in the Plans fiscal year.

Plaintiff's "A"  
Exhibit's "A"



5. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to audit the payroll and wage records of the undersigned **Mike Fasula Concrete Construction** for the purpose of determining the accuracy of contributions to the **Pension Fund**. If **Mike Fasula Concrete Construction** is found not to have made the required contributions, the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Participation Agreement including terminating the Agreement and future participation of **Mike Fasula Concrete Construction**.
6. **Mike Fasula Concrete Construction** hereby agrees that it will be bound by the provisions of the **Central Laborers' Pension Fund Agreement and Declaration of Trust**. Employees of **Mike Fasula Concrete Construction** shall be considered Employees under the **Central Laborers' Pension Plan Rules and Regulations** and subject to all the provision thereof.
7. This Agreement shall continue in effect until either the Trustees of the **Central Laborers' Pension Fund** or an authorized representative of **Mike Fasula Concrete Construction** gives notice of termination. Such notice must be in writing and shall be effective the first day of the month following the month in which it is received by the **Central Laborers' Pension Fund** if **Mike Fasula Concrete Construction** elects to terminate, or as of the first day of the month following the month said notice is sent, if the Trustees elect to terminate.

**Mike Fasula Concrete Construction**  
 7832 Burden Road  
 Machesney Park, IL 61115

BY

  
 Authorized Representative

**Central Laborers' Pension Fund**  
 Board of Trustees

BY

  
 Barry McAnarney  
 Executive Director

Date

9-18-06

Date

9/25/06

SEP 2006

**Welfare Fund**

**Participation Agreement**

**Effective May 1, 2006**

**Hourly Contribution Rate Method**

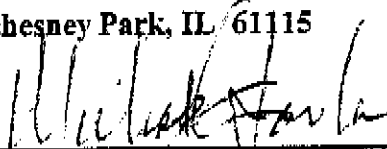
**Full-Time Bargaining Unit Alumni Employee Reporting**

1. The undersigned **Mike Fasula Concrete Construction** hereby agrees that this document represents the detailed written Agreement required by the Labor-Management Relations Act to permit the **Central Laborers' Welfare Fund** to receive contributions from **Mike Fasula Concrete Construction** on behalf of Bargaining Unit Alumni Employees employed by **Mike Fasula Concrete Construction** and to cover said Employees under the **Central Laborers' Welfare Plan**.
2. By signing this Agreement **Mike Fasula Concrete Construction** acknowledges that they have been provided with the Central Laborers' Non-Bargaining Unit Policies and Procedures and will make contributions in accordance with and in compliance with the Non-Bargaining Unit Policies and Procedures and all applicable requirements of Section 401(a) of the Internal Revenue Code. In the event **Mike Fasula Concrete Construction** has any Highly Compensated Employees, then **Mike Fasula Concrete Construction** agrees to demonstrate to the **Central Laborers' Welfare Fund** at least annually, by certification by attorney, actuary or certified public accountant, compliance with the minimum coverage rules set forth in Revenue Procedure 93-42, including appropriate information based on **Mike Fasula Concrete Construction's** substantiation quality data showing compliance with one or more of the following tests: the ratio percentage test, the special test, and/or the average benefit test.
3. **Mike Fasula Concrete Construction** hereby agrees to pay contributions to the **Central Laborers' Welfare Fund** in the amount of \$4.70 on behalf of each of its Reportable Employees for each hour actually worked for which reasonable income is received.
4. For the purpose of this Participation Agreement a Reportable Employee shall be any Bargaining Unit Alumni Employee who works more than 999 hours in the Plans fiscal year.

5. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to audit the payroll and wage records of the undersigned **Mike Fasula Concrete Construction** for the purpose of determining the accuracy of contributions to the **Welfare Fund**. If **Mike Fasula Concrete Construction** is found not to have made the required contributions, the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Participation Agreement including terminating the Agreement and future participation of **Mike Fasula Concrete Construction**
6. **Mike Fasula Concrete Construction** hereby agrees that it will be bound by the provisions of the **Central Laborers' Welfare Fund Agreement and Declaration of Trust**. Employees of **Mike Fasula Concrete Construction** shall be considered Employees under the **Central Laborers' Welfare Plan Rules and Regulations** and subject to all the provision thereof.
7. This Agreement shall continue in effect until either the Trustees of the **Central Laborers' Welfare Fund** or an authorized representative of **Mike Fasula Concrete Construction** gives notice of termination. Such notice must be in writing and shall be effective the first day of the month following the month in which it is received by the **Central Laborers' Welfare Fund** if **Mike Fasula Concrete Construction** elects to terminate, or as of the first day of the month following the month said notice is sent, if the Trustees elect to terminate.

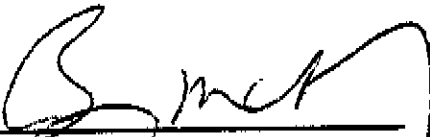
**Mike Fasula Concrete Construction**  
7832 Burden Road  
Machesney Park, IL 61115

BY

  
Authorized Representative

**Central Laborers' Welfare Fund**  
Board of Trustees

BY

  
Barry McAnarney  
Executive Director

Date

9-18-06

Date

9/25/06

SEP 2006

**Pension Fund**

**Participation Agreement**

**Effective May 1, 2004**

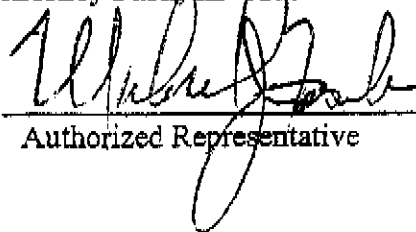
**Hourly Contribution Rate Method**

**Full-Time Bargaining Unit Alumni Employee Reporting**

1. The undersigned **Mike Fasula Concrete Construction** hereby agrees that this document represents the detailed written Agreement required by the Labor-Management Relations Act to permit the **Central Laborers' Pension Fund** to receive contributions from **Mike Fasula Concrete Construction** on behalf of Bargaining Unit Alumni Employees employed by **Mike Fasula Concrete Construction** and to cover said Employees under the **Central Laborers' Pension Plan**.
2. By signing this Agreement **Mike Fasula Concrete Construction** acknowledges that they have been provided with the Central Laborers' Non-Bargaining Unit Policies and Procedures and will make contributions in accordance with and in compliance with the Non-Bargaining Unit Policies and Procedures and all applicable requirements of Section 401(a) of the Internal Revenue Code. In the event **Mike Fasula Concrete Construction** has any Highly Compensated Employees, then **Mike Fasula Concrete Construction** agrees to demonstrate to the **Central Laborers' Pension Fund** at least annually, by certification by attorney, actuary or certified public accountant, compliance with the minimum coverage rules set forth in Revenue Procedure 93-42, including appropriate information based on **Mike Fasula Concrete Construction's** substantiation quality data showing compliance with one or more of the following tests: the ratio percentage test, the special test, and/or the average benefit test.
3. **Mike Fasula Concrete Construction** hereby agrees to pay contributions to the **Central Laborers' Pension Fund** in the amount of **\$4.00** on behalf of each of its Reportable Employees for each hour actually worked for which reasonable income is received.
4. For the purpose of this Participation Agreement a Reportable Employee shall be any Bargaining Unit Alumni Employee who works more than **999** hours in the Plans fiscal year.

5. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to audit the payroll and wage records of the undersigned **Mike Fasula Concrete Construction** for the purpose of determining the accuracy of contributions to the **Welfare Fund**. If **Mike Fasula Concrete Construction** is found not to have made the required contributions, the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Participation Agreement including terminating the Agreement and future participation of **Mike Fasula Concrete Construction**
6. **Mike Fasula Concrete Construction** hereby agrees that it will be bound by the provisions of the **Central Laborers' Welfare Fund Agreement and Declaration of Trust**. Employees of **Mike Fasula Concrete Construction** shall be considered Employees under the **Central Laborers' Welfare Plan Rules and Regulations** and subject to all the provision thereof.
7. This Agreement shall continue in effect until either the Trustees of the **Central Laborers' Welfare Fund** or an authorized representative of **Mike Fasula Concrete Construction** gives notice of termination. Such notice must be in writing and shall be effective the first day of the month following the month in which it is received by the **Central Laborers' Welfare Fund** if **Mike Fasula Concrete Construction** elects to terminate, or as of the first day of the month following the month said notice is sent, if the Trustees elect to terminate.

**Mike Fasula Concrete Construction**  
7832 Burdon Road  
Machesney Park, IL 61115

BY   
Authorized Representative

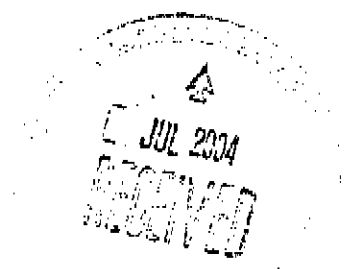
**Central Laborers' Welfare Fund**  
**Board of Trustees**

BY   
Chairman

BY   
Secretary

Date 7-20-04

Date \_\_\_\_\_



**Welfare Fund**

**Participation Agreement**

**Effective May 1, 2004**

**Hourly Contribution Rate Method**

**Full-Time Bargaining Unit Alumni Employee Reporting**

1. The undersigned **Mike Fasula Concrete Construction** hereby agrees that this document represents the detailed written Agreement required by the Labor-Management Relations Act to permit the **Central Laborers' Welfare Fund** to receive contributions from **Mike Fasula Concrete Construction** on behalf of Bargaining Unit Alumni Employees employed by **Mike Fasula Concrete Construction** and to cover said Employees under the **Central Laborers' Welfare Plan**.
2. By signing this Agreement **Mike Fasula Concrete Construction** acknowledges that they have been provided with the Central Laborers' Non-Bargaining Unit Policies and Procedures and will make contributions in accordance with and in compliance with the Non-Bargaining Unit Policies and Procedures and all applicable requirements of Section 401(a) of the Internal Revenue Code. In the event **Mike Fasula Concrete Construction** has any Highly Compensated Employees, then **Mike Fasula Concrete Construction** agrees to demonstrate to the **Central Laborers' Welfare Fund** at least annually, by certification by attorney, actuary or certified public accountant, compliance with the minimum coverage rules set forth in Revenue Procedure 93-42, including appropriate information based on **Mike Fasula Concrete Construction's** substantiation quality data showing compliance with one or more of the following tests: the ratio percentage test, the special test, and/or the average benefit test.
3. **Mike Fasula Concrete Construction** hereby agrees to pay contributions to the **Central Laborers' Welfare Fund** in the amount of **\$4.30** on behalf of each of its Reportable Employees for each hour actually worked for which reasonable income is received.
4. For the purpose of this Participation Agreement a Reportable Employee shall be any Bargaining Unit Alumni Employee who works more than **999** hours in the Plans fiscal year.

5. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to audit the payroll and wage records of the undersigned **Mike Fasula Concrete Construction** for the purpose of determining the accuracy of contributions to the **Pension Fund**. If **Mike Fasula Concrete Construction** is found not to have made the required contributions, the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Participation Agreement including terminating the Agreement and future participation of **Mike Fasula Concrete Construction**
6. **Mike Fasula Concrete Construction** hereby agrees that it will be bound by the provisions of the **Central Laborers' Pension Fund Agreement and Declaration of Trust**. Employees of **Mike Fasula Concrete Construction** shall be considered Employees under the **Central Laborers' Pension Plan Rules and Regulations** and subject to all the provision thereof.
7. This Agreement shall continue in effect until either the Trustees of the **Central Laborers' Pension Fund** or an authorized representative of **Mike Fasula Concrete Construction** gives notice of termination. Such notice must be in writing and shall be effective the first day of the month following the month in which it is received by the **Central Laborers' Pension Fund** if **Mike Fasula Concrete Construction** elects to terminate, or as of the first day of the month following the month said notice is sent, if the Trustees elect to terminate.

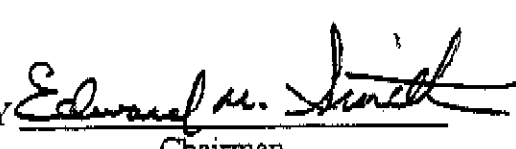
**Mike Fasula Concrete Construction**  
7832 Burdon Road  
Machesney Park, IL 61115

BY

  
Authorized Representative

**Central Laborers' Pension Fund**  
Board of Trustees

BY

  
Chairman

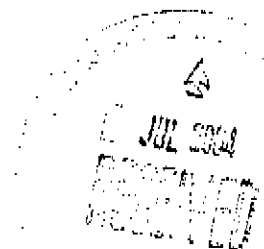
BY

  
Secretary

Date

7-20-04

Date



**Pension Fund**

**Participation Agreement**

**Effective May 1, 2003**

**Hourly Contribution Rate Method**

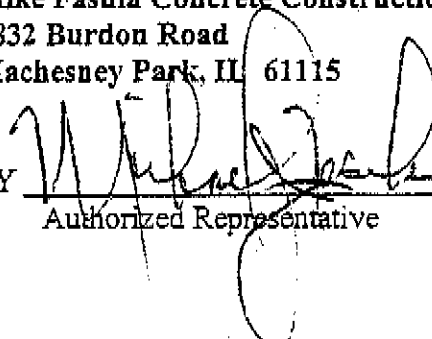
**Full-Time Bargaining Unit Alumni Employee Reporting**

1. The undersigned **Mike Fasula Concrete Construction** hereby agrees that this document represents the detailed written Agreement required by the Labor-Management Relations Act to permit the **Central Laborers' Pension Fund** to receive contributions from **Mike Fasula Concrete Construction** on behalf of Bargaining Unit Alumni Employees employed by **Mike Fasula Concrete Construction** and to cover said Employees under the **Central Laborers' Pension Plan**.
2. By signing this Agreement **Mike Fasula Concrete Construction** acknowledges that they have been provided with the Central Laborers' Non-Bargaining Unit Policies and Procedures and will make contributions in accordance with and in compliance with the Non-Bargaining Unit Policies and Procedures and all applicable requirements of Section 401(a) of the Internal Revenue Code. In the event **Mike Fasula Concrete Construction** has any Highly Compensated Employees, then **Mike Fasula Concrete Construction** agrees to demonstrate to the **Central Laborers' Pension Fund** at least annually, by certification by attorney, actuary or certified public accountant, compliance with the minimum coverage rules set forth in Revenue Procedure 93-42, including appropriate information based on **Mike Fasula Concrete Construction's** substantiation quality data showing compliance with one or more of the following tests: the ratio percentage test, the special test, and/or the average benefit test.
3. **Mike Fasula Concrete Construction** hereby agrees to pay contributions to the **Central Laborers' Pension Fund** in the amount of **\$4.00** on behalf of each of its Reportable Employees for each hour actually worked for which reasonable income is received.
4. For the purpose of this Participation Agreement a Reportable Employee shall be any Bargaining Unit Alumni Employee who works more than **999** hours in the Plans fiscal year.

5. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to audit the payroll and wage records of the undersigned **Mike Fasula Concrete Construction** for the purpose of determining the accuracy of contributions to the **Pension Fund**. If **Mike Fasula Concrete Construction** is found not to have made the required contributions, the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Participation Agreement including terminating the Agreement and future participation of **Mike Fasula Concrete Construction**
6. **Mike Fasula Concrete Construction** hereby agrees that it will be bound by the provisions of the **Central Laborers' Pension Fund Agreement and Declaration of Trust**. Employees of **Mike Fasula Concrete Construction** shall be considered Employees under the **Central Laborers' Pension Plan Rules and Regulations** and subject to all the provision thereof.
7. This Agreement shall continue in effect until either the Trustees of the **Central Laborers' Pension Fund** or an authorized representative of **Mike Fasula Concrete Construction** gives notice of termination. Such notice must be in writing and shall be effective the first day of the month following the month in which it is received by the **Central Laborers' Pension Fund** if **Mike Fasula Concrete Construction** elects to terminate, or as of the first day of the month following the month said notice is sent, if the Trustees elect to terminate.

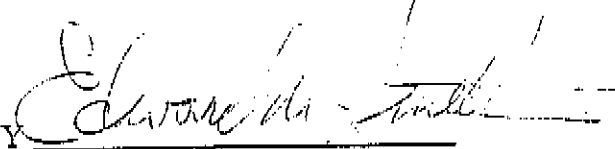
**Mike Fasula Concrete Construction**  
 7832 Burdon Road  
 Machesney Park, IL 61115

BY

  
 Authorized Representative

**Central Laborers' Pension Fund**  
 Board of Trustees

BY

  
 Chairman

BY

  
 Secretary

Date

6-13-03

Date

\_\_\_\_\_



**Welfare Fund**

**Participation Agreement**

**Effective May 1, 2003**

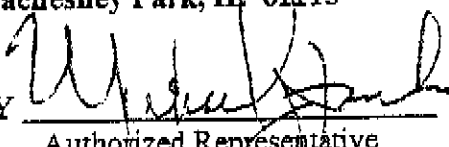
**Hourly Contribution Rate Method**

**Full-Time Bargaining Unit Alumni Employee Reporting**

1. The undersigned **Mike Fasula Concrete Construction** hereby agrees that this document represents the detailed written Agreement required by the Labor-Management Relations Act to permit the **Central Laborers' Welfare Fund** to receive contributions from **Mike Fasula Concrete Construction** on behalf of Bargaining Unit Alumni Employees employed by **Mike Fasula Concrete Construction** and to cover said Employees under the **Central Laborers' Welfare Plan**.
2. By signing this Agreement **Mike Fasula Concrete Construction** acknowledges that they have been provided with the Central Laborers' Non-Bargaining Unit Policies and Procedures and will make contributions in accordance with and in compliance with the Non-Bargaining Unit Policies and Procedures and all applicable requirements of Section 401(a) of the Internal Revenue Code. In the event **Mike Fasula Concrete Construction** has any Highly Compensated Employees, then **Mike Fasula Concrete Construction** agrees to demonstrate to the **Central Laborers' Welfare Fund** at least annually, by certification by attorney, actuary or certified public accountant, compliance with the minimum coverage rules set forth in Revenue Procedure 93-42, including appropriate information based on **Mike Fasula Concrete Construction's** substantiation quality data showing compliance with one or more of the following tests: the ratio percentage test, the special test, and/or the average benefit test.
3. **Mike Fasula Concrete Construction** hereby agrees to pay contributions to the **Central Laborers' Welfare Fund** in the amount of \$3.60 on behalf of each of its Reportable Employees for each hour actually worked for which reasonable income is received.
4. For the purpose of this Participation Agreement a Reportable Employee shall be any Bargaining Unit Alumni Employee who works more than 999 hours in the Plans fiscal year.

5. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to audit the payroll and wage records of the undersigned **Mike Fasula Concrete Construction** for the purpose of determining the accuracy of contributions to the **Welfare Fund**. If **Mike Fasula Concrete Construction** is found not to have made the required contributions, the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Participation Agreement including terminating the Agreement and future participation of **Mike Fasula Concrete Construction**.
6. **Mike Fasula Concrete Construction** hereby agrees that it will be bound by the provisions of the **Central Laborers' Welfare Fund Agreement and Declaration of Trust**. Employees of **Mike Fasula Concrete Construction** shall be considered Employees under the **Central Laborers' Welfare Plan Rules and Regulations** and subject to all the provision thereof.
7. This Agreement shall continue in effect until either the Trustees of the **Central Laborers' Welfare Fund** or an authorized representative of **Mike Fasula Concrete Construction** gives notice of termination. Such notice must be in writing and shall be effective the first day of the month following the month in which it is received by the **Central Laborers' Welfare Fund** if **Mike Fasula Concrete Construction** elects to terminate, or as of the first day of the month following the month said notice is sent, if the Trustees elect to terminate.

**Mike Fasula Concrete Construction**  
**7832 Burdon Road**  
**Machesney Park, IL 61115**

BY   
 Authorized Representative

**Central Laborers' Welfare Fund**  
**Board of Trustees**

BY   
 Chairman

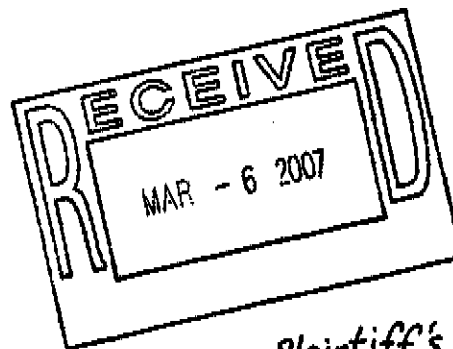
BY   
 Secretary

Date 6-13-03

Date \_\_\_\_\_

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 JUN 20 2003  
 CENB

**STATEMENT OF ADDITIONAL  
REPORTABLE HOURS DUE FOR  
MIKE FASULA CONCRETE CONSTRUCTION  
FOR THE PERIOD  
OCTOBER 1, 2002 TO DECEMBER 31, 2006**



*Plaintiff's  
Exhibit "B"*



# ROMOLO & ASSOCIATES

Certified Public Accountants

2428 N. North • Peoria, IL 61604  
E-mail: admin@romolocpa.com • Phone 309.682.2001 • Fax 309.682.2045

## **Independent Accountants' Report On Applying Agreed-Upon Procedures**

To the Delinquency Committee  
of Central Laborers' Pension,  
Welfare and Annuity Funds  
Jacksonville, Illinois

At your request we have applied certain agreed upon procedures specified by Central Laborers' Fringe Benefit Funds as described in the attached supplement, to the selected payroll and related records of Mike Fasula Concrete Construction (the Employer) who has agreed to submit their records for the period October 1, 2002 to December 31, 2006. These procedures were designed to determine if the data submitted by the Employer is in compliance with the reporting provisions of the Central Laborers' Pension, Welfare and Annuity Funds Trust Agreements. This engagement to apply agreed-upon procedures was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of the report. Consequently, we make no representation generally regarding the sufficiency of the procedures described in the attached supplement either for the purpose for which this report has been requested or for any other purpose.

Because the procedures described in the supplement do not constitute an audit made in accordance with generally accepted auditing standards, we do not express an opinion on any of the accounts or items referred to in this report.

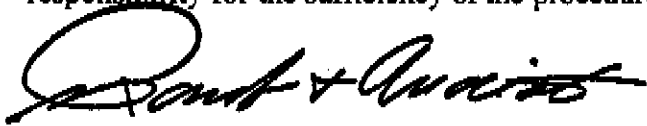
In connection with the above procedures, certain matters came to our attention that caused us to believe that additional Employer contributions, as shown in the summary of amounts due, were due to the Funds in the amount of \$47,660.10.

Had we performed additional procedures or had we performed an audit of the financial statements in accordance with generally accepted auditing standards, other matters might have come to our attention that would have been reported to you. This report relates only to the items specified above and does not extend to any financial statements of the Employer taken as a whole.

The Employer is being advised by a copy of this letter that this report is for its review and consideration and that it need not do anything further with regard to the same until it has received a letter from the Pension and/or Welfare Fund advising the employer as to its right to challenge the findings and its obligations and alternatives with regard to payment of any delinquencies.

Page 2

This report is intended solely for the information of the Employer and the Central Laborers' Pension, Welfare and Annuity Funds and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

A handwritten signature in black ink, appearing to read "Romolo & Associates", written in a cursive, stylized script.

Romolo & Associates  
Certified Public Accountants  
February 27, 2007

### **SUPPLEMENT FOR AGREED UPON PROCEDURES**

1. Obtained a basic understanding of the Employer's payroll and fringe benefit reporting system.
2. Obtained access to some or all of the following accounting records from the Employer:
  - \* Payroll registers
  - \* State unemployment tax Forms, UC-3s
  - \* Federal payroll tax Forms 941s, 940s, and/or W-2s
  - \* Other trades fringe benefit reports
  - \* The monthly remittance reports for your Fund
3. To determine that we were provided with the entire payroll we performed the following procedure:
  - \* Agreed gross wages per the Employer's payroll records to its payroll tax returns on a test basis.
4. In order to determine that all hours for covered work were properly reported to the Funds we performed the following procedures on a test basis for some or all of the employees:
  - \* Determined classifications of employees and union affiliation.
  - \* Compared hours worked by covered employees to the hours reported on the Employer's monthly remittance reports.
  - \* Reported all hours, if applicable, as due for any employee whose occupation could not be determined.
5. Reviewed findings with the Employer Representative at the conclusion of our procedures and discussed possible delinquencies.

Mike Fasula Conc Construction									
TOTAL SUMMARY OF AMOUNTS DUE									
		October 1, 2002		To	December 31, 2006				
		2002		2003	2004	2005	2006	TOTAL	
PENSION	\$	-	\$	-	\$	\$ 13,509.59	\$ 128.60	\$	\$ 13,636.19
WELFARE NC	\$	-	\$	-	\$	\$ 21,336.65	\$ 617.18	\$	\$ 21,953.83
ANNUITY NI	\$	-	\$	-	\$	\$ 4,512.57	-	\$	\$ 4,512.57
ANNUITY NI OT	\$	-	\$	-	\$	\$ 234.93	-	\$	\$ 234.93
TRAINING	\$	-	\$	-	\$	\$ 1,348.84	\$ 5.28	\$	\$ 1,354.12
LECET NC	\$	-	\$	-	\$	\$ 249.54	-	\$	\$ 249.54
MRFFC NC	\$	-	\$	-	\$	\$ 207.95	-	\$	\$ 207.95
ORG NC	\$	-	\$	-	\$	\$ 166.36	-	\$	\$ 166.36
CIAF	\$	-	\$	-	\$	\$ 686.29	-	\$	\$ 686.29
MKT P NC	\$	-	\$	-	\$	\$ 62.44	-	\$	\$ 62.44
VACATION NC	\$	-	\$	-	\$	\$ 2,183.53	-	\$	\$ 2,183.53
WORKING DUES	\$	-	\$	-	\$	\$ 2,371.50	\$ 40.85	\$	\$ 2,412.35
TOTAL DUE	\$	-	\$	-	\$	\$ 46,870.19	\$ 789.91	\$	\$ 47,660.10

Mike Fasula Conc Construction						
SUMMARY OF AMOUNTS DUE - LOCAL 32						
October 1, 2002		To		December 31, 2006		
	2002	2003	2004	2005	2006	TOTAL
PENSION				\$ 8,312.19		\$ 8,312.19
WELFARE NC				\$ 8,889.15		\$ 8,889.15
ANNUITY NI				\$ 3,384.17		\$ 3,384.17
ANNUITY NI OT				\$ 234.93		\$ 234.93
TRAINING				\$ 935.70		\$ 935.70
LECET NC				\$ 187.14		\$ 187.14
MRFFC NC				\$ 155.95		\$ 155.95
ORG NC				\$ 124.76		\$ 124.76
CIAF				\$ 514.69		\$ 514.69
MKT P NC				\$ 46.84		\$ 46.84
VACATION NC				\$ 1,637.53		\$ 1,637.53
WORKING DUES				\$ 1,260.76		\$ 1,260.76
TOTAL DUE	\$ -	\$ -	\$ -	\$ 25,683.83	\$ -	\$ 25,683.83

	January	February	March	April	May	June	July	August	September	October	November	December	Total
BERG, THOMAS, R.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47.50	156.50	91.50	295.50
CAMACHO, ERNIE, R.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64.50	87.00	58.00	189.50
HOLLIMAN, ANTHONY, L.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	63.50	58.50	37.00	159.00
MENDEZ, MANUEL, JR.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64.50	64.00	20.00	148.50
MORTON, RONALD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.50	45.50
PACHECO, MAGDALENO,	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66.00	58.00	2.00	126.00
RODRIGUEZ, JESUS, C.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86.00	149.00	55.00	290.00
SCOTT, L., LIGHTCAP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66.50	145.50	94.50	306.50
Unreported Regular Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	457.50	686.50	403.50	1559.50
Annuities Due													
PENSION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,438.50	\$3,723.02	\$2,150.67	\$8,312.19
WELFARE NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,607.75	\$3,961.45	\$2,299.95	\$8,869.15
ANNUITY NI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$992.80	\$1,515.76	\$875.81	\$3,384.17
TRAINING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$274.50	\$419.10	\$242.10	\$935.70
LECET NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.90	\$83.82	\$48.42	\$187.14
MRFFC NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.75	\$69.85	\$40.35	\$155.95
ORG NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.80	\$55.88	\$32.28	\$124.76
CIAF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$151.00	\$230.52	\$133.17	\$514.69
MKT P* NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.75	\$20.97	\$12.12	\$46.84
VACATION NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.40	\$733.44	\$423.89	\$1,837.53
Total Liability	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,095.95	\$10,833.81	\$6,258.36	\$24,188.12
Rates													
PENSION	5.330	5.330	5.330	5.330	5.330	5.330	5.330	5.330	5.330	5.330	5.330	5.330	
WELFARE NC	5.000	5.000	5.000	5.000	5.700	5.700	5.700	5.700	5.700	5.700	5.700	5.700	
ANNUITY NI	2.170	2.170	2.170	2.170	2.170	2.170	2.170	2.170	2.170	2.170	2.170	2.170	
TRAINING	0.500	0.500	0.500	0.500	0.600	0.600	0.600	0.600	0.600	0.600	0.600	0.600	
LECET NC	0.120	0.120	0.120	0.120	0.120	0.120	0.120	0.120	0.120	0.120	0.120	0.120	
MRFFC NC	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	
ORG NC	0.080	0.080	0.080	0.080	0.080	0.080	0.080	0.080	0.080	0.080	0.080	0.080	
CIAF	0.000	0.000	0.000	0.000	0.330	0.330	0.330	0.330	0.330	0.330	0.330	0.330	
MKT P* NC	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	
VACATION NC	1.050	1.050	1.050	1.050	1.050	1.050	1.050	1.050	1.050	1.050	1.050	1.050	

**Mike Fasula Conc. Const. CLPWAF**  
**Unreported Overtime Hours**  
**For period 1/1/2005 - 12/31/2005**  
**Local: 32\***

	January	February	March	April	May	June	July	August	September	October	November	December	Total
BERG, THOMAS, R.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	13.00	2.00	18.00
CAMACHO, ERNIE, R.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.25	3.50	1.75	11.50
HOLLINAN, ANTHONY, L.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.25	5.25	1.50	12.00
MENDEZ, MANUEL, JR.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.50	5.25	0.75	11.50
MORTON, RONALD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00
PACHECO, MAGDALENO,	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.50	7.25	0.00	12.75
RODRIGUEZ, JESUS, C.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.50	13.50	1.50	21.50
SCOTT, L. LIGHTCAP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	12.25	1.75	20.00

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Unreported Overtime Hours for Local: 32*													
Amounts Due													
PENSION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WELFARE NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ANNUITY IN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62.47	\$130.20	\$22.26	\$234.93
TRAINING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LECET NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MRFPC NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ORG NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CIWF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MKT P* NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VACATION NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Liability	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62.47	\$130.20	\$22.26	\$234.93

[illegible]

[illegible]



[illegible]

[illegible]

	January	February	March	April	May	June	July	August	September	October	November	December	Total
<b>RODRIGUEZ,JESUS,C,</b>	0.00	0.00	0.00	0.00	105.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.50
<b>Unreported Total Hours</b>	0.00	0.00	0.00	0.00	105.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.50
<b>Amounts Due</b>													
Pension	\$0.00	\$0.00	\$0.00	\$0.00	\$126.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$126.60
NC Welfare	\$0.00	\$0.00	\$0.00	\$0.00	\$617.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$617.18
Training	\$0.00	\$0.00	\$0.00	\$0.00	\$5.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.28
<b>Total Liability</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$748.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$748.06
<b>Rates</b>													
Pension	1.200	1.200	1.200	1.200	1.200	1.200	1.200	1.200	1.200	1.200	1.200	1.200	
NC Welfare	5.000	5.000	5.000	5.000	5.850	5.850	5.850	5.850	5.850	5.850	5.850	5.850	
Training	0.050	0.060	0.050	0.050	0.050	0.050	0.060	0.060	0.050	0.050	0.050	0.050	

[illegible]

Mike Fasula Conc Construction						
SUMMARY OF AMOUNTS DUE - LOCAL NBG						
	October 1, 2002	To	December 31, 2006			
	2002	2003	2004	2005	2006	TOTAL
PENSION				\$ 2,771.60		\$ 2,771.60
WELFARE NC				\$ 2,340.00		\$ 2,340.00
ANNUITY NI				\$ 1,128.40		\$ 1,128.40
TRAINING				\$ 312.00		\$ 312.00
LECET NC				\$ 62.40		\$ 62.40
MRFFC NC				\$ 52.00		\$ 52.00
ORG NC				\$ 41.60		\$ 41.60
CIAF				\$ 171.60		\$ 171.60
MKT P NC				\$ 15.60		\$ 15.60
VACATION NC				\$ 546.00		\$ 546.00
WORKING DUES				\$ 392.76		\$ 392.76
TOTAL DUE	\$ -	\$ -	\$ -	\$ 7,833.96	\$ -	\$ 7,833.96

**Local: NBSG**

FASULA, MICHAEL, J.		January	February	March	April	May	June	July	August	September	October	November	December	Total
Unreported Total Hours		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	160.00	160.00	200.00	520.00
<b>Amounts Due</b>														
PENSION		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$852.80	\$852.80	\$1,088.00	\$2,771.60
WELFARE NC		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$720.00	\$720.00	\$900.00	\$2,340.00
ANNUITY NI		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$347.20	\$347.20	\$434.40	\$1,128.40
TRAINING		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96.00	\$96.00	\$120.00	\$312.00
LECET NC		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.20	\$19.20	\$24.00	\$62.40
MRFFC NC		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.00	\$16.00	\$20.00	\$52.00
ORG NC		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.80	\$12.80	\$16.00	\$41.60
CIAF		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.80	\$52.80	\$66.00	\$171.60
MKT P* NC		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.80	\$4.80	\$6.00	\$15.60
VACATION NC		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$168.00	\$168.00	\$210.00	\$546.00
<b>Total Liability</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,288.60</b>	<b>\$2,288.60</b>	<b>\$2,862.00</b>	<b>\$7,441.20</b>
<b>Rates</b>														
PENSION		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	5.330	5.330	5.330	
WELFARE NC		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	4.500	4.500	4.500	
ANNUITY NI		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	2.170	2.170	2.170	
TRAINING		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.600	0.600	0.600	
LECET NC		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.120	0.120	0.120	
MRFFC NC		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.100	0.100	0.100	
ORG NC		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.080	0.080	0.080	
CIAF		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.330	0.330	0.330	
MKT P* NC		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.030	0.030	0.030	
VACATION NC		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.050	1.050	1.050	

**Local: WBG**

[illegible]